

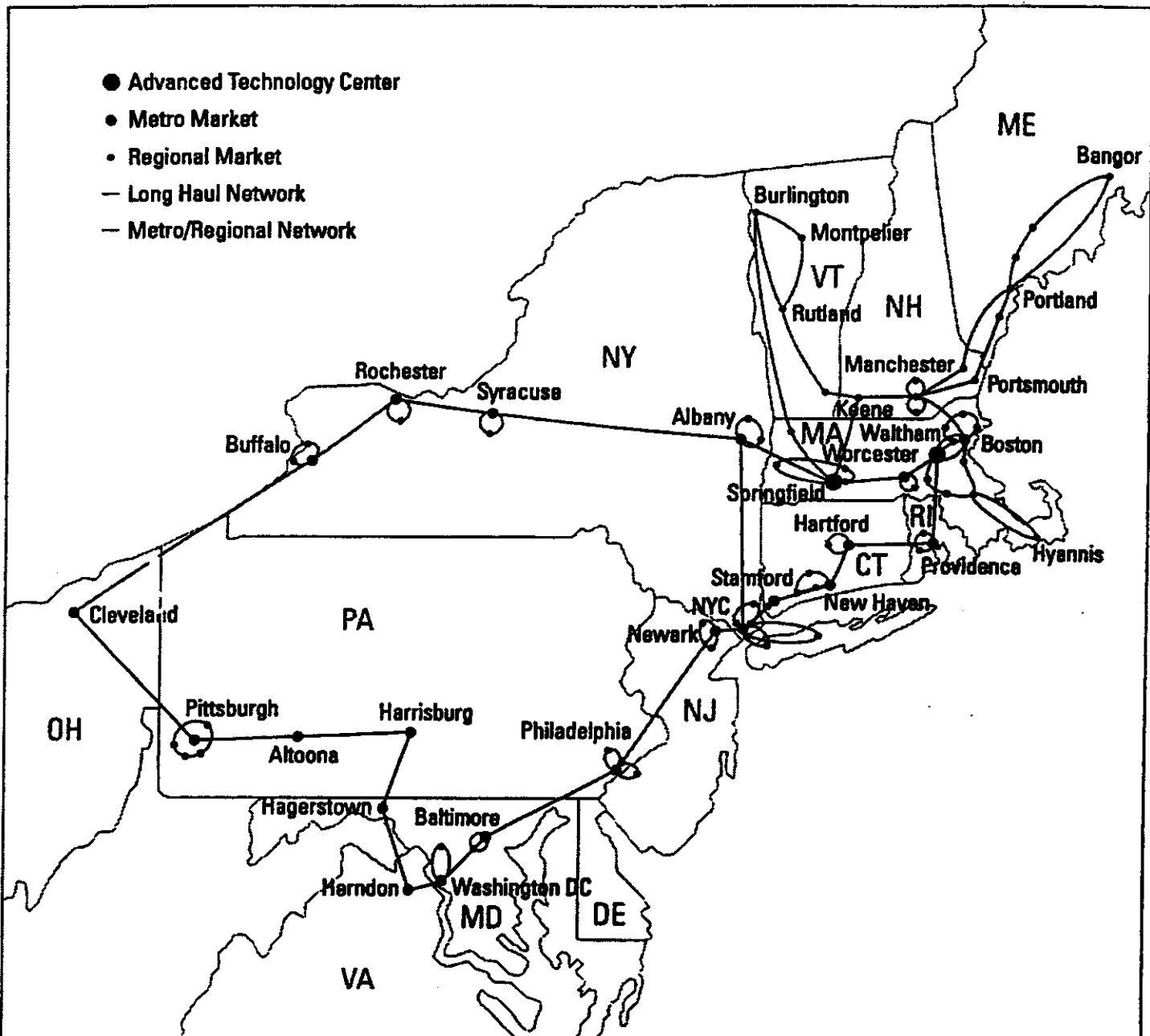
ATTACHMENT A

Confidential Document Filed Under Separate Cover

ATTACHMENT B: CTC'S FIBER NETWORK

Over 8,000 Miles of Fiber from Maine to Virginia

All of CTC's on-net products and services are made available via the Company's PowerPathSM Network.



Projected Network Completion
3rd Quarter 2002

ATTACHMENT C

**Before the
FEDERAL COMMUNICATIONS COMMISSION
Washington, D.C. 20554**

In the Matter of)	
)	
Review of the Section 251 Unbundling)	
Obligations of Incumbent Local Exchange)	CC Docket No. 01-338
Carriers)	
)	
Implementation of the Local Competition)	
Provisions of the Telecommunications Act of)	CC Docket No. 96-98
1996)	
)	
)	CC Docket No. 98-147
Deployment of Wireline Services Offering)	
Advanced Telecommunications Capability)	

DECLARATION OF RUSSELL B. OLIVER OF CTC COMMUNICATIONS CORP.

I, Russell B. Oliver, declare and state:

1. My name is Russell Oliver. My business address is 220 Bear Hill Road, Waltham, MA 02451. I am employed by CTC Communications Corp. ("CTC") as Vice President – Network Engineering and Operations. My responsibilities include network design and engineering, capacity planning, deployment of CTC's state-of-the-art fiber optic network, collocation, data center operations, and 24 by 7 engineering support.

2. CTC is a facilities-based competitive local exchange carrier that has been marketing voice and data services to businesses for over twenty (20) years throughout the Northeast and Mid-Atlantic states. CTC has deployed its advanced broadband, packet-based network using softswitch technology, called the PowerPath® Network, in areas of Massachusetts, Rhode Island, New Hampshire, Maine, and New York and plans to extend this innovative packet-based network throughout Verizon's operating footprint in the Northeast and Mid-Atlantic states. CTC is

deploying its network using a transitional approach in which it deploys fiber to new areas and migrates customers on-net as it gains a critical mass of customers.

3. CTC has invested approximately \$180 million in equipment, property, collocation and its 8,200 fiber route mile network in the northeastern United States while relying on unbundled dark fiber in areas with relatively low customer density, such as smaller New Hampshire cities, to supplement CTC's own facilities. Using its innovative network, CTC is able to offer medium and large business customers a full portfolio of converged on-net voice, data, Internet, and other services at a cost savings over ILEC services that ranges from 15% to 40%.

4. CTC has found that alternatives to dark fiber transport provided by the ILEC are most often simply not available. For example, CTC has been unable to obtain dark fiber from alternative providers for many of its critical routes, including the Manchester to Dover route in New Hampshire. CTC engaged in extensive discussions with Fiber Technologies and Revnets, the only two companies that showed any interest, to obtain dark fiber along this route. Revenets declined to build the needed fiber. Initially, Fiber Technologies showed some interest in building fiber along the route. Ultimately, however, Fiber Technologies decided not to do so. CTC considered self-provisioning fiber along this route, however, because we estimated the cost of deploying fiber to be \$100,000 to \$300,000 per mile, this alternative was deemed infeasible in light of estimated demand, lack of economies of scale, and capital constraints. Without access to Verizon dark fiber along this route, CTC would not have been able to establish a diverse path in order to extend its innovative, packet-based PowerPath® Network to New Hampshire and the reliability of its Maine network would be reduced. CTC's business model and its ability to continue to their extend its innovative packet-based network to serve new areas would be significantly impaired if access to unbundled dark fiber loops and transport facilities were denied.

I declare under penalty of perjury under the laws of the United State of America that the foregoing is true and correct to the best my information, knowledge, and belief.

DATED: 7/16/2002

BY: 

Russell B. Oliver
Vice President, Operations
CTC Communications Corp.
220 Bear Hill Road
Waltham, Massachusetts 02451

1 that in the loop plant dark fiber must be
2 terminated in order to be considered dark
3 fiber.

4 Southwestern Bell is willing to
5 agree that for purposes of the definition
6 of "dark fiber," that fiber that is placed
7 in Southwestern Bell's outside plant
8 without regard to whether it is, in fact,
9 terminated, does constitute dark fiber.

10 MR. MCCOLLOUGH: May I have
11 just a moment, Your Honor?

12 MR. KRIDNER: Now, I would
13 add we don't necessarily agree perhaps with
14 respect to the extent to which Waller Creek
15 is entitled to use that dark fiber or the
16 terms under which they would for the
17 payment of cost and so forth, but at least
18 as far as the definition for deciding --
19 definitional purposes what is dark fiber,
20 Southwestern Bell is not going to contend
21 it has to be terminated in order to be
22 considered dark fiber in the loop plant.

23 MR. MCCOLLOUGH: May I have
24 just a moment, Your Honor?

25 JUDGE SIEGEL: Yes, sir.

1 MR. McCOLLOUGH: I think we
2 gained some time here.

3 (Off the record discussion)

4 JUDGE SIEGEL: Just as a
5 clarification -- we can do this later, but
6 I just want to be -- make sure it's real
7 clear to all of us. When you say
8 "terminated" in this context, what is
9 Southwestern -- what is the breadth of that
10 word?

11 MR. KRIDNER: The discussion
12 in the deposition was whether fiber is
13 terminated in the sense that it is -- each
14 fiber strand goes to a terminal in a
15 fiberoptic panel, or whether it is left
16 unterminated, which is just cut off and
17 coiled up.

18 JUDGE SIEGEL: Okay.

19 MR. KRIDNER: So when I say
20 regardless of whether it's terminated, I'm
21 saying that we will agree, for purposes of
22 this proceeding, that dark fiber in the
23 loop, it does not have to be terminated
24 into a fiberoptic panel.

25 JUDGE SIEGEL: So whether

1 it's coiled up and cut or whether it's in a
2 panel, it's dark fiber because it is not
3 lit?

4 MR. KRIDNER: It is not lit.
5 It has been placed in the field. Now --
6 I'm sorry.

7 MS. THOMAS: Is there a
8 difference between being coiled and
9 uncoiled, dark fiber being coiled or
10 uncoiled, or it just doesn't matter?

11 MR. KRIDNER: Well, actually
12 when we say "coiled up" -- and that's
13 perhaps something that's been a misleading
14 term. I mean, what they're talking about
15 is when you pull fiber through a conduit
16 into a manhole, and you've got, like, 12
17 feet left over, that last 12 feet is just
18 coiled up.

19 Now, obviously if you've got a
20 200-foot strand of dark fiber and you just
21 coil it up and throw it in the corner, it's
22 dark fiber, but that's not what we're
23 talking about. I mean, what we're talking
24 about is fiber in place in a structure like
25 conduit or buried in a trench.

1 We consider it to be dark fiber
2 regardless of whether it's terminated into
3 a panel or whether it's left unterminated
4 and just cut off waiting for some future
5 use. As I say, we don't necessarily agree
6 with respect to access --

7 MS. THOMAS: Right.

8 MR. KRIDNER: -- nor --

9 JUDGE SIEGEL: Understood.
10 We're just talking about definition here.

11 MR. KRIDNER: -- nor are we
12 agreeing to have that information or
13 information about it appears in our
14 databases. In fact, to the contrary. I
15 think we'll claim -- contend that it is not
16 in the database.

17 JUDGE SIEGEL: I understand.

18 MR. KRIDNER: Okay.

19 MR. MCCOLLOUGH: I
20 appreciate that because that will save us
21 some time. The Company had taken in
22 deposition the position that it must be
23 terminated at both ends, and so I really
24 only have two questions, and with that
25 then, we may really save quite a bit of

1 time. Does it have to be terminated at one
2 end, or can it be coiled at both ends?

3 MR. KRIDNER: It can be
4 coiled at both ends.

5 MR. McCOLLOUGH: And can it
6 be hanging from a pole as well as
7 underground?

8 MR. KRIDNER: Yes, that's
9 correct. It does not have to be buried or
10 in a -- if it -- is I guess you would say
11 placed.

12 JUDGE SIEGEL: In the
13 field, not a closet.

14 MR. KRIDNER: Yes. That's a
15 good analogy.

16 MR. McCOLLOUGH: Thank you.
17 That takes care of the definition issue, I
18 think.

19 JUDGE SIEGEL: Okay.

20 MR. McCOLLOUGH: Sometimes
21 their definitions surprise me, but I
22 believe that takes care of the definition
23 issue, which was the purpose of a couple of
24 my exhibits, by the way.

25 MS. THOMAS: Okay.

1 cross-connects as far as giving him the
2 stick map.

3 A (Poole) On the interoffice.

4 A (Feldman) Is that right?

5 A (Brainard) On the interoffice,
6 that is an offer that Southwestern Bell had
7 made when we determined what there is that
8 is dark fiber. We said that we would count
9 terminated and unterminated, and there
10 would be a way for Waller Creek to request
11 that fiber be terminated in order to be
12 considered as dark fiber, and that would be
13 subject to a cost for actually doing the
14 work to do the cross-connect -- put in the
15 cross-connect panel that's necessary to do
16 that.

17 Q (Thomas) So is that fine?

18 A (Feldman) Okay. Here is where
19 the rubber meets the road. That is fine as
20 long as we get the 25 percent formula
21 resolved as well and we're not shut out of
22 using, I think, at a minimum two fibers if
23 there's some fibers that are there that are
24 for use -- we're going to need in a
25 particular route as a minimum, and so as

1 arbitrators.

2 JUDGE SIEGEL: Any

3 objection?

4 MR. KRIDNER: No objection.

5 JUDGE SIEGEL: It's

6 admitted.

7 (The exhibit marked
8 "WCC-38" was received
in evidence.)

9 JUDGE SIEGEL: Okay. I
10 think we're moving on to No. 18.

11 Mr. McCollough?

12 A (Feldman) We have the one issue
13 of feeder and loop fiber cross-connects.

14 JUDGE SIEGEL: Okay. We
15 were focusing on interoffice.

16 Q (Thomas) Or central office.

17 JUDGE SIEGEL: Right now
18 we're talking about cross-connects outside
19 of the central office that are in the
20 field?

21 A (Feldman) Yes, sir.

22 JUDGE SIEGEL: Those would
23 be in CEVs, huts, cabinets. Anywhere else?

24 A (Feldman) Manholes, anyplace
25 where it would be logical to connect into

1 the dark fiber for our purposes, and
2 basically we feel the agreement gives us
3 the right to splice into or connect into
4 Bell dark fiber.

5 Q (Thomas) Is it Waller Creek's
6 position that Southwestern Bell should
7 perform the cross-connect or that Waller
8 Creek should be allowed to perform the
9 cross-connects?

10 A (Feldman) No. Waller Creek out
11 in the field should be allowed to either
12 itself, if it staffs up to its own
13 qualified engineers or through hiring its
14 own third-party contractors that are
15 commonly used out in the field both by Bell
16 and by Waller Creek, to perform the splices
17 and to finish the job, so to speak. When
18 we need to connect existing pieces of
19 fiber, whether it's a major artery fiber to
20 some of the coiled up fibers that go to end
21 users and/or in instances where we'd be
22 putting in our own fiber to complement the
23 fiber that's already out in the network.

24 Q (Ervin) Now, this would be like
25 in Item No. 8 associated with DPL 13?

1 A (Samson) No.

2 Q (Ervin) Oh, I'm sorry.

3 A (Feldman) The difference between
4 this is until Friday, okay, Southwestern
5 Bell, as we understood it, defined dark
6 fiber to mean only terminated fiber. Now
7 they have redefined dark fiber to include
8 both terminated and unterminated fiber,
9 especially in the loop sections of
10 Southwestern Bell's facility plants, we
11 think the interconnection agreement clearly
12 gives us a right to perform, not inside the
13 CO because if it's inside the CO, even
14 though we think we have a right, we're
15 saying as long as Bell does the
16 cross-connects we won't need to have that
17 right, but outside the CO, we've got to be
18 able to splice into and use that dark fiber
19 that Bell is not currently using.

20 Q (Ervin) I really was just trying
21 to determine which DPL it was associated
22 with.

23 A (Feldman) It's No. 13.

24 Q (Ervin) I thought I was lost.
25 Okay. 13, thank you.

1 Q (Thomas) Okay. What is'
2 Southwestern Bell's --

3 JUDGE SIEGEL: Mr. Kridner?

4 MR. KRIDNER: Before we
5 start on a response -- I mean, this issue
6 is not unique to the new dark fiber
7 definition or the dark fiber definition
8 that we gave last week. The issue of
9 splicing into the fiber, at least as I
10 understood it, it's not a cross-connect
11 issue, and I don't think -- unless they're
12 limiting it just to the instance where it
13 is where we have this new or this
14 definition of dark fiber where it's not
15 terminated, but the issue of splicing is
16 not the same thing as cross-connecting
17 because what it's talking about is cutting
18 into a piece of fiber and actually
19 performing a splice instead of going to a
20 termination, and I don't think that's been
21 raised on the DPL at any point. It's not
22 the same thing as what's addressed in Issue
23 13.

24 A (Feldman) When I say
25 "cross-connect," I'm referring to the

1 general fashion of connecting one fiber
2 cable to another fiber cable. One of the
3 methods of performing the connection,
4 especially if it's going to be a permanent
5 connection, is to splice it, and it's a
6 connection.

7 MR. KRIDNER: I was going to
8 just say splicing is never -- in the entry
9 as far as working with the CLECs -- has
10 never been considered a manner of
11 cross-connect. I mean, it's not even a way
12 that we could do cross-connects within the
13 Company. We don't splice.

14 Q (Thomas) So is there a rate for
15 splicing?

16 MR. KRIDNER: I'm sorry?

17 Q (Thomas) Under the AT&T
18 agreement, okay, there is dark fiber
19 allowed in the feeder segment of the loop.
20 So if a CLEC brings its own fiber, the
21 distribution portion of the loop, and they
22 bring it to the feeder segment, how do you
23 connect the two?

24 MR. KRIDNER: Well, I'll let
25 the witnesses address that. My point is

1 that splicing is not cross-connecting, and
2 I don't think it's been raised on the DPL,
3 but I'll let the witness factually give you
4 with respect to that information.

5 JUDGE SIEGEL: Let's talk
6 about it more in the traditional
7 cross-connect. At first, we're talking
8 unterminated fiber in the field. If
9 there's a request for it, is Southwestern
10 Bell going to terminate it and then create
11 the ability to have a cross-connect, or
12 what?

13 A (Samson) I don't want to be
14 overanxious, but a picture may really go a
15 long way, especially in light of our new
16 definition of dark fiber being not
17 necessarily terminated, and I think it
18 would clear it up, I think, almost even to
19 Waller Creek's satisfaction. Could I draw?

20 JUDGE SIEGEL: Okay. But we
21 have very high expectations.

22 (Off the record discussion)

23 JUDGE SIEGEL: For the
24 record, the drawing has MH. I'm assuming
25 that's manhole. RT is remote terminal. CO

1 is central office. Customer prem is
2 customer premises maybe.

3 A (Samson) Correct. Okay. On the
4 board starting on the right side we have a
5 central office with multiple fibers, and
6 I've drawn just three of them, leaving the
7 office going into a manhole some distance
8 from the office. Out of that manhole, one
9 fiber goes north, one goes south, and one
10 heads west. The one heading west goes into
11 an RT site.

12 JUDGE SIEGEL: Can I ask a
13 clarification?

14 A (Samson) Sure.

15 JUDGE SIEGEL: Are those
16 things already connected?

17 A (Samson) Let's say right now not
18 yet.

19 JUDGE SIEGEL: Okay. Okay.
20 I mean, that's the way it was drawn. I
21 just wanted to make sure that was the
22 intent.

23 A (Samson) At this point, nothing
24 is connected. At the RT site, the one
25 fiber that goes west -- and this is purely

1 hypothetical. There'll be more. There's a
2 fiber that heads north and a fiber that
3 heads south. In fact, for clarity's sake,
4 we might draw two fibers going in like
5 that.

6 Q (Ervin) What does the RT stand
7 for again?

8 A (Samson) Remote terminal, and
9 the reason why it's significant is it's the
10 word used in Section 4.6 of UNE that feeder
11 fiber is available at the RT.

12 Previously -- I'm sorry. Coming
13 out of the RT site, you have a fiber going
14 north and a fiber going south. Again,
15 these are not hooked up yet, and then
16 perhaps there's perhaps additional manholes
17 leaving the RT before you get to a customer
18 prem that some kind of connection may need
19 to be made.

20 Typically we build out X number
21 of fibers to specific points, and on the
22 very end of the distribution, you may have
23 a sum total of fibers here that exceed the
24 total you had going back to the CO because
25 you don't know how many is going to be

1 needed at each individual premise, but you
2 know they're probably not all going to be
3 needed.

4 So in a real-world example, you
5 may have 144 that come to the RT and a
6 total of 600 out here somewhere, and then
7 you splice them or cross-connect them as
8 you need to get back.

9 Previously Southwestern Bell's
10 position was that only terminated fiber was
11 looked at for dark fiber. Terminated meant
12 these connections at the RT and the
13 manholes were all connected, and that at
14 the customer prem there was a panel, a
15 termination panel, and at the CO, there was
16 the FDF, which is the termination panel,
17 and if that connection was made all the way
18 through, then that was an available dark
19 fiber.

20 What Southwestern Bell has moved
21 on to say is to the extent that there is a
22 path from the central office to the RT site
23 that isn't necessarily terminated, but
24 there's available glass, that that
25 available glass would be used in the.

1 calculation of the 25 percent spare rule,
2 and if available, could be connected.

3 JUDGE SIEGEL: Okay.

4 Now. --

5 A (Samson) Am I being too slow?

6 JUDGE SIEGEL: I guess I
7 want to get with -- I want to get to the
8 punchline.

9 A (Samson) Okay.

10 JUDGE SIEGEL: Then if we
11 need to have a background explanation, then
12 we'll get it.

13 A (Samson) What is available
14 cross-connects in the field is that at the
15 remote terminal there are panels. I
16 believe a standard network definition of a
17 "cross-connect" involves two panels, either
18 a DSX panel or an IDF or something like
19 that, but I mean as fiber comes in, is
20 literally terminated, and there's fiber
21 terminated on the other panel, and you run
22 a jumper or a coax cross-connect or
23 something along those lines or a fiber
24 cross-connect.

25 In the manhole, there's no panel.

1 What happens here is you actually break
2 open that cable and put in a splice that
3 melts the glass between the two fibers
4 coming in, and you may go ahead and have a
5 couple that are melted together and then a
6 couple that aren't, that you wait until you
7 get an order, either dark fiber now or a
8 customer order, then you melt them at the
9 time.

10 What Southwestern Bell's position
11 is, as it relates to this issue, is we do
12 not believe it's appropriate for Waller
13 Creek to get into these manholes and break
14 open these cables and melt this glass.
15 That is not a "cross-connect." That is a
16 splice, and when you do that, it's very
17 effecting to the other fibers that are in
18 that cable, and it's a sensitive thing we
19 believe we should do.

20 However, if Waller Creek orders
21 dark fiber to this RT and it involves a
22 splice, Southwestern Bell would make that
23 splice, and I think Mr. Kridner opening the
24 hearing said that we would connect these --
25 I mean, there should be an appropriate

1 nonrecurring charge for doing that, but
2 what we would make available then is the
3 dark fiber at the FDF that could be
4 cross-connected as we talked about here and
5 the dark fiber at the RT site.

6 To the extent that these RT sites
7 are in CEVs or huts, we're willing with an
8 escort to allow Waller Creek to come in,
9 bring their fiber -- I'll say Waller Creek,
10 and if they want to run their
11 cross-connects from panel to panel in an RT
12 site, that may be an appropriate place for
13 a cross-connect for them to perform.

14 We're also willing to do that on
15 their behalf, I think. I need to look at
16 Jan to make sure that's correct.

17 A Well, we can discuss that a
18 little bit more. This is the appropriate
19 place.

20 A (Hearst) Any cross-connect to
21 our equipment we would like to perform.

22 A (Samson) Okay.

23 A (Hearst) If they perform any
24 work for themselves because they can get
25 space, a collocation space in a CEV or hut,

1 they'd certainly be welcome to do that with
2 an escort, right.

3 Q (Thomas) Are you saying they
4 cannot perform cross-connects in a CEV or
5 hut?

6 A (Hearst) Not to my equipment.
7 To their own equipment, they can.

8 A (Nekula) Does your equipment
9 include a fiber panel?

10 A (Hearst) I think we're going to
11 say that, yes.

12 JUDGE SIEGEL: Okay.

13 Mr. Feldman?

14 A (Feldman) Can I ask just a
15 couple of questions, first of all, just
16 preliminary questions. Is it your position
17 that if Waller Creek is using fiber for
18 Ethernet type services out to customer
19 prems, that there is any restriction
20 whatsoever on where we can order that
21 Ethernet type fiber?

22 A (Samson) Can you give me an
23 example when you say where we can order
24 that.

25 A (Feldman) Well, let's say I

1 wanted to take a dark fiber from the FDF at
2 the central office all the way to the
3 customer prem by putting together the
4 various segments.

5 A (Samson) Yes.

6 A (Feldman) I was going to use
7 that dark fiber, single mode dark fiber, to
8 provide either a hundred based T or a
9 gigabit platform Ethernet service.

10 A (Samson) To say is there any
11 restriction whatsoever, I'm sorry, I would
12 need some more time to look at that, but
13 how that would happen, how you would order
14 an Ethernet loop is you could order it from
15 the FDF to the customer prem, and to the
16 extent that splices were required, what
17 we're saying today is we would make those
18 splices and deliver. There may be an
19 additional nonrecurring, and we've changed
20 the position two days ago. We'll need to
21 look at that.

22 JUDGE SIEGEL: Let me ask a
23 couple of questions. Would they have to
24 order their cross-connects, or would they
25 be automatic?

1 A (Samson) On a loop --

2 JUDGE SIEGEL: On a loop.

3 We're talking a loop.

4 A (Hearst) It's going to be
5 automatic.

6 A (Samson) I believe it's
7 automatic. It's very kind to the copper
8 world. You have subloop copper, but if you
9 order a straight loop end to end, then all
10 of the appropriate -- because you have
11 copper splices in the field that are no
12 different.

13 MR. KRIDNER: Excuse me.
14 I'm sorry, Mr. Siegel, just for
15 clarification on the record, when we say a
16 "loop," are we talking like a DS3 loop or a
17 fiber loop?

18 JUDGE SIEGEL: We're talking
19 about an Ethernet fiber loop.

20 A (Samson) Ethernet fiber loop.

21 JUDGE SIEGEL: That's the
22 closest -- that's the one thing that I
23 think there's agreement on.

24 Q (Thomas) Yes, the agreement
25 allows --

1 MR. KRIDNER: I understand.

2 JUDGE SIEGEL: Okay. We're
3 talking a fiber loop from the FDF to the
4 customer premises, if it is determined that
5 that is something they can order.

6 Q (Thomas) For Ethernet.

7 JUDGE SIEGEL: Well, for
8 Ethernet --

9 A (Feldman) I'm starting with the
10 Ethernet restriction.

11 JUDGE SIEGEL: Right now
12 we're not talking about -- we're just
13 talking about physical world, and then we
14 get into policy as a separate issue.

15 MR. KRIDNER: Could I have
16 just one moment?

17 JUDGE SIEGEL: Yes, sir.

18 A (Samson) While he's doing that,
19 I'd like to just --

20 JUDGE SIEGEL: Actually no.
21 Wait.

22 (Off the record discussion)

23 JUDGE SIEGEL: Okay. Let's
24 go back on the record. Mr. Kridner, do you
25 have a comment to make?

1 MR. KRIDNER: No, that's
2 fine. He can go ahead and answer the
3 question.

4 JUDGE SIEGEL: Okay. The
5 two questions that I have is, one, what
6 kind of order do you do, and what actions
7 will take place as part of the provisioning
8 process, and second, I guess as far as
9 price goes, assuming that we had a melting
10 glass for a splice rate all set up -- I
11 mean, one of two things can happen, either
12 Waller Creek can make the order knowing
13 that there's going to be a nonrecurring
14 charge for however many splices that are
15 going to take place, and they're just going
16 to pay for how many it is without knowing
17 ahead of time, or two, there has to be a
18 process to call them up and say, "There's
19 this many nonrecurrings, is that okay."

20 A (Feldman) No. 1 is fine.

21 JUDGE SIEGEL: Okay. No. 1
22 is fine with Waller Creek, and I assume
23 that will be fine with Southwestern Bell.

24 A (Feldman) Assuming the price, of
25 course, but we'd want to be able to verify

1 they actually did seven splices or 12
2 splices or whatever it was.

3 JUDGE SIEGEL: Understood.

4 A (Samson) So just for the record,
5 I would say there is an agreement that --
6 previously when we didn't even look at
7 unspliced fiber, it was an issue. Now,
8 that we are, in addition to the rates, for
9 dark fiber already in the contract, there
10 would be an additional nonrecurring per
11 splice or something along those lines as
12 required, and the parties could work out
13 whether that's a one --

14 A (Feldman) I think that we
15 probably both have contracts with the same
16 people who do the work, and I'll bet you
17 that they're the same price.

18 A (Samson) We can look at that.

19 JUDGE SIEGEL: I don't know
20 if I want to speak -- I mean, Meena might
21 disagree with me on that, but I think what
22 we would want to come out of this
23 proceeding, if there isn't an agreed rate,
24 at least a range from you-all so we can at
25 least set an interim rate.

1 A (Feldman) I'm sure I can file
2 under seal some of our contracts or
3 contracts we've had previously to do the
4 price -- the price from contracts, but I --

5 JUDGE SIEGEL: Hopefully
6 that filing won't be necessary.

7 A (Samson) To answer your
8 question, Judge Siegel, using just the
9 Ethernet loop for example, when you order a
10 loop, we provide you something off the
11 panel at the customer prem. So you would
12 access your loop at the termination panel
13 at the customer prem, the CLEC would, and
14 the loop would terminate on the fiber
15 distribution frame at the Southwestern Bell
16 central office.

17 They would then need to order in
18 conjunction with that a subsequent
19 cross-connect to get from that FDF to
20 whatever UNE or collo they would want.
21 That would be a separate cross-connect.

22 There would be no other element
23 in the middle here that they would need to
24 order if they order an Ethernet loop
25 directly to a customer prem. Now, the

1 contract -- I'm sorry.

2 A (Nekula) How would we connect at
3 the far end? In other words, there's panel
4 out there.

5 A (Samson) There's a panel out
6 here.

7 A (Nekula) We plug directly into
8 that panel?

9 A (Hearst) We could probably bring
10 that on for -- we would not have any other
11 activity and put it in a little patch panel
12 for you.

13 A (Feldman) In fact, I think
14 probably the preferable way for us is to
15 have you plug it in and provide the jumper.

16 A (Hearst) Yes, that's exactly
17 what I would say. That way it would keep
18 from having any interference with my other
19 jumpers, and we'll just bring it out where
20 you could access.

21 A (Feldman) You could leave two
22 jumpers dangling.

23 A (Hearst) Yes. That would not be
24 a problem for us.

25 JUDGE SIEGEL: Mr. Hearst,

1 would you restate that?

2 A (Hearst) What I would say is at
3 the end user locations, we would drop out a
4 jumper so that Waller Creek could pick up
5 and attach it to their equipment.

6 A (Feldman) Typically jumpers run
7 in different lengths that you can buy in
8 advance, and probably when we put in the
9 fiber order and the special remarks put in
10 the length of jumper, and it would have a
11 different price related to length.

12 A (Hearst) I can't see us having a
13 problem with that.

14 JUDGE SIEGEL: It would just
15 be probably helpful to have a default just
16 in case. You-all could probably work that
17 out.

18 A (Hearst) I think we could work
19 it out.

20 A (Nekula) We'll work it out.

21 A (Samson) That was optimistic. I
22 agree. I wholeheartedly agree. The key
23 thing is I think that we need to reach
24 agreement on or that we need your help on
25 is the appropriate places for Waller Creek

1 to access loop fiber in any context,
 2 Ethernet or feeder if it's feeder, is
 3 either at the customer prem if it's a loop,
 4 at an RT site with an escorted access, or,
 5 again, central office -- we would do that
 6 for them because they're virtually
 7 collocated. Inappropriate places would be
 8 these manhole splices in the field. That
 9 would be work that Southwestern Bell would
 10 do the splicing.

11 JUDGE SIEGEL: If Waller
 12 Creek -- let's use your example. Instead
 13 of all this being Waller Creek or
 14 Southwestern Bell fiber, let's say that
 15 that's Waller Creek fiber, which I
 16 indicated in color. Am I assuming
 17 correctly that this is an okay scenario,
 18 but Southwestern Bell would want to do the
 19 splice?

20 A (Samson) I think what you've
 21 done there, Judge Siegel, is very similar
 22 to the sub-subloop that you-all heard on
 23 copper. Could they access at a pedestal?
 24 Could they access -- and I think the
 25 decision that was made is sub-subloop is

C E R T I F I C A T E

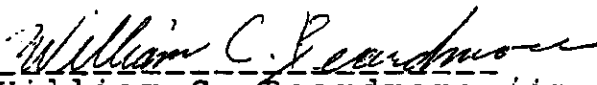
STATE OF TEXAS)
COUNTY OF TRAVIS)

I, William C. Beardmore,

Certified Shorthand Reporter in and for the
State of Texas, do hereby certify that the
above-mentioned matter occurred as
hereinbefore set out.

I FURTHER CERTIFY THAT the
proceedings of such were reported by me or
under my supervision, later reduced to
typewritten form under my supervision and
control and that the foregoing pages are a
full, true, and correct transcription of
the original notes.

IN WITNESS WHEREOF, I have
hereunto set my hand and seal this 14th day
of April 1999.



William C. Beardmore (in
conjunction with Evie Coder and
Kim Pence)
Certified Shorthand Reporter
CSR No. 918 - Expires 12/31/00
Kennedy Reporting Service, Inc.
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Austin, Texas 78701.

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